

Prepared by and return to:

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BK 0321 PG 0106

TVA Tract No. FRM-51D-CR

STATE MS. - DESOTO CO.
FILE

AUG 27 2 53 PM '97

BK 321 PG 106
W.E. DAVIS CH. CLK.

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

ROBERT J. PINO and wife, SHEILA PINO

have this day bargained and sold and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement for the following purposes, namely:

The perpetual right to enter at any time and from time to time the east portion of the land of Robert J. Pino et ux and trim, top, cut, clear and remove, destroy or otherwise dispose of as necessary any trees, which in falling could come within five feet of any transmission line structure or conductor on the Freeport - Miller Transmission Line, as shown on sheet 3 of US-TVA drawing LW-8034, Revision 2, the said land affected by the clearing rights being lot 14 of Pinoak Acres Subdivision and beginning at the northeast property corner of the land of Robert J. Pino et ux, said corner being 73.56 feet right of survey station 244 + 12.04; thence leaving said point and extending southerly along the east property line of the land of Robert J. Pino et ux and along the west property line of the land of Turman, Inc. to the southeast property corner of the land of Robert J. Pino et ux, said corner being 72.16 feet right of survey station 245 + 96.70, all lying in the southeast 1/4 of the northwest 1/4 of Section 5, Township 2 South, Range 8 West of DeSoto County, State of Mississippi.

The previous and last conveyance of this property is deed of record in Deed Book 214, page 435, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD the said easement to the UNITED STATES OF AMERICA and its assigns forever.

We covenant with the said UNITED STATES OF AMERICA that we are lawfully seized and possessed of the land above referred to and that the same is free of all encumbrances, that we have a good and lawful right to convey the easement rights above described, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described resulting from the granting of this easement; EXCEPT that the UNITED STATES OF AMERICA shall remain liable for any damage to growing crops and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the exercise of said easement rights.

Wherever the context hereof requires, the plural number as used herein shall be read as singular.

SUBSCRIBING WITNESS

SHEILA PINO

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